

SIDEBAR LETTER OF AGREEMENT

BETWEEN

THE ATLANTIC CITY HOUSING AUTHORITY

AND

**THE INTERNATIONAL UNION, SECURITY, POLICE AND FIRE PROFESSIONALS
OF AMERICA AND ALMAGAMATED LOCAL 506**

THIS SIDEBAR AGREEMENT is entered into the 9 day of June 2015 by and between the Atlantic City Housing Authority (the "ACHA") and the International Union, Security, Police and Fire Professionals of America and Almagamated Local 506 (the "SPFPA"). This sidebar agreement clarifies the successor collective negotiations agreement reached between the parties on June 9, 2015.

I. Article 12: BENEFITS:

- A. Par. 12.2 Effective April 1, 2015, all Authority employees will receive the following paid holidays:

New Year's Day
Dr. Martin Luther King's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

- B. Par. 12.3 The parties agree to modify Personal Leave to read:

All employees are entitled to four (4) personal leave days per year. Personal leave time may be used in increments of one (1) hour or more.

The parties agree to modify Personal Leave paragraph C to read:

Forty-eight (48) hour notice in writing, except in an emergency, shall be given to the employee's supervisor in order to apply for and be considered for such leave. The supervisor shall make every effort to grant the personal day request in keeping with the needs of the Authority. Except in an emergency, personal days may only be attached to a vacation or a holiday with prior approval by the employee's supervisor. If an employee requests leave on Good Friday, such leave shall not be unreasonably withheld.

Further, it is expressly understood and agreed to by and between the parties that the within Agreement is expressly subject to and conditioned upon the ratification by the SPFPA. Once the SPFPA ratifies this Agreement, the Atlantic City Housing Authority shall then be presented with the Agreement for ratification and approval of this Agreement.

INTERNATIONAL UNION,
SECURITY, POLICE AND FIRE
PROFESSIONALS OF AMERICA
(SPFPA) AND ALMAGAMATED LOCAL

506

Dennis Eck (Int'l Rep)

J. Tachibana

DATED: June 9, 2015

ATLANTIC CITY HOUSING
AUTHORITY

Pamela T. James
Pamela T. James, Executive Director

DATED: June 18, 2015

Joel P. Clark
Joel P. Clark, Board Chairman

DATED: June 18, 2015

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

ATLANTIC CITY HOUSING AUTHORITY

ATLANTIC CITY, NEW JERSEY

AND

INTERNATIONAL UNION,

SECURITY, POLICE, AND FIRE PROFESSIONALS OF AMERICA (SPFPA)

AND IT'S

AMALGAMATED LOCAL 506

THE EMPLOYER/SPFPA AGREEMENT

This Agreement is entered into this July __, 2015 between The Atlantic City Housing Authority, (hereinafter referred to as "The Employer"), and the International Union, Security, Police, and Fire Professionals of America (SPFPA) (hereinafter referred to as the "Union").

ARTICLE I: Purpose

- 1.1 The purpose of this Agreement is to establish and maintain harmonious collective bargaining relations between the Employer and the Union, to provide for the peaceful adjustment of any differences which may arise between them and to set forth the basic agreement between the parties covering rates of pay, wages, benefits, hours of work and other conditions of employment.
- 1.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE 2: Recognition

- 2.1 The Employer recognizes the Union as the exclusive representative of all full-time Security employees performing guard duties at the Employer's job sites or its successor contract(s) for the full-time security employees of the Employer within for the purpose of collective bargaining in respect to rates of pay, wages, benefits, hours of employment and other conditions of employment in the bargaining unit(s), for which the Union is currently certified by the National Labor Relations Board Case # RO-2008-036 or may be recognized by the Employer in the future.
- 2.2 For purposes of this Agreement the term "officer" shall include and be limited to only those individuals, identified and attached hereto as Exhibit "A" for whom the Union has been certified by the NLRB or who are voluntarily recognized by the employer.
- 2.3 The term "officer" shall include any member of the unit who works thirty-two (32) or more hours per week at any represented facility.
- 2.4 INTENTIONALLY DELETED
- 2.5 Supervisors will not perform bargaining unit work except in the case of emergency, training or instruction.

ARTICLE 3: Management Rights

- 3.1 Management of The business and direction of the security force are exclusively the right of management. These rights include the right to:
- (a) Hire;
 - (b) Determine the number, location, and types of security posts;
 - (c) Direct the working forces and manage the business;
 - (d) Assign work;
 - (e) Discontinue temporarily or permanently any posts;
 - (f) Promote;
 - (g) Demote, transfer, discharge, discipline or suspend for just cause;
 - (h) Maintain order and efficiency of operations;
 - (i) Determine the number of shifts and the starting and quitting times of each shift;
 - (j) Require officers to observe reasonable Employer rules and regulations as are presently in effect;
 - (k) Decide which supplies or equipment to be used;
 - (l) Determine the size of the workforce, including the number of officers assigned to any particular shift;
 - (m) Determine when overtime shall be worked.
 - (n) Maintain the efficiency of the Employer operations.
 - (o) Take all necessary actions to carry out its mission in emergencies (emergency to be construed as a sudden generally unexpected occurrence demanding immediate action).
 - (p) Exercise control and discretion over its organization and the technology of performing its work.
- 3.2 The above rights of management are not all-inclusive but indicate the type of matters or rights that belong to and are inherent to management. Any of the rights, power or authority the Employer had prior to the signing of this Agreement are retained by The Employer except those specifically abridged or modified by this Agreement and any supplemental agreements that may hereafter be made. The Employer's failure to exercise any function reserved to it shall not be deemed a waiver of any such rights. The SPFPA, on behalf of the employees, recognizes that the primary obligation of this Employer is to serve the public.
- 3.3 In exercise of the foregoing rights, powers, authorities, duties and responsibilities of the Employer, the adoption of policies, rules, regulations, and practices in furtherance thereof and the use of judgment and discretion in connection with the implementation thereof, shall be limited only by the specific and express written terms of this Agreement, and then only to the extent such written specific and express terms are in conformance with the Constitution and laws of the State of New Jersey and the United States.

ARTICLE 4: Discrimination

- 4.1 It is the policy of the Employer and the SPFPA that the provisions of this Agreement be applied to all guards covered by this Agreement without regard to race, color, creed, religion, age, sex, national origin, political affiliation, union membership or union activity, disability or any other characteristic protected by State or Federal law.
- 4.2 Wherever in this Agreement gender pronoun or the singular or plural form of a gender is used, it is understood that such references are meant to have equal application to all officers covered by this Agreement, male or female.
- 4.3 This Agreement shall not be a barrier to the Employer offering a reasonable accommodation to any qualified officer or applicant with a disability, provided that, in the event the Employer extends such accommodation in any manner that conflicts with the terms of this Agreement, the Union shall be provided advance notice and be given the opportunity to explore other alternative accommodations prior to implementation.

ARTICLE 5: Union Representatives

- 5.1 The Union agrees that neither the Union nor any of its members will intimidate or coerce officers in their right to join a labor organization or refrain from such activity.
- 5.2 Except as otherwise provided, Union business shall not be conducted during working time, exclusive of break or lunch time periods or in working areas if it interferes with security responsibilities without the consent of Management.
- 5.3 For the purpose of adjusting complaints in accordance with Article 6, Grievances, the Union shall be entitled to be represented by one (1) Chief Steward or his designee. The Local Union may also designate an alternate who may substitute for the Chief Steward at any step. No probationary officer may serve as a Chief Steward. The Union is responsible for notifying the Employer in writing as to the individuals officially designated to act as Chief Stewards. An officer shall not be permitted to engage in or Chief Steward duties until such notification is received. No officer shall serve as Chief Steward while on lay off or while on leave of absence other than Union leave of absence.
- 5.4 A Chief Steward, in addition to performing regular security duties, shall be permitted during working hours to investigate and assist in the settlement and presentation of complaints and grievances in accordance with the grievance and arbitration procedures of this Agreement. The time will be devoted solely to the prompt handling of legitimate complaints and grievances and will not be abused. The Chief Steward will continue to work at his assigned duties at all times except when permitted by Management to leave his work after appropriate arrangements are made to cover the Chief Steward's security responsibilities.
- 5.5 Any Chief Steward having an individual grievance in connection with his own work may ask for the alternate or Local President to represent him in accordance with the provisions of this Article 5.
- 5.6 The Chief Steward or Local President shall notify supervision whenever they enter, or remain in, the site for the purpose of handling an individual grievance or complaint at any time other than during their regular shift.
- 5.7 The affected guard may request the presence of a Chief Steward at any disciplinary meeting. If requested, the guard will contact the Union representative. If no representative is available within thirty (30) minutes, the guard will be provided a witness of his or her choice. At their discretion, Management shall suspend further discussion with such guard until arrangements can be made for Union representative or witness participation.
- 5.8 INTENTIONALLY DELETED

ARTICLE 6: Grievances

6.1 GRIEVANCE PROCEDURE

A. Purpose.

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of employee having a grievance to discuss the matter informally with any appropriate member of the administration (the immediate supervisor and the next higher supervisor or manager) and having the grievance adjusted without the intervention of the Union.

B. Definitions. The term "grievance" shall mean an allegation that there has been:

1. A misrepresentation or misapplication of the terms of this Agreement which is subject to the grievance procedure outlined herein and shall hereinafter be referred to as a "contractual grievance"; or,

2. Inequitable, improper, unjust application or misinterpretation of rules or regulations, existing policy or orders applicable to the Employer, which shall be processed up to and including the Employer and shall hereinafter be referred to as a "non-contractual grievance."

C. Presentation of a Grievance. The Employer agrees that in the presentation of a grievance there shall be no loss of pay for the time spent in presenting the grievance by the grievant and Union representatives who are employees of the Employer throughout the grievance procedure.

D. Steps of the Grievance Procedure. The following Revision constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement.

Step 1.

a. The grievant shall institute action under the provisions hereof in writing, signed and delivered to his/her immediate supervisor within ten (10) working days of the occurrence complained of or within ten (10) working days after he would reasonably be expected to know of its occurrence. Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance. The grievant may be represented by an employee who is the shop steward or Local Union representatives.

b. The immediate supervisor shall render a decision in writing within ten (10) working days after receipt of the grievance.

Step 2.

a. In the event satisfactory settlement has not been reached, the grievant shall, in writing and signed, file his complaint with the Department Head or designee within five (5) working days following the determination at Step 1. The grievant may be represented by an employee who is the shop steward or Local Union representatives.

b. The Department Head, or his designee, shall render his decision within eight (8) working days after the receipt of the complaint.

Step 3.

a. Should the grievant disagree with the decision of the Department Head, or his designee, the aggrieved may, within ten (10) working days, submit to the Executive Director a statement, in writing and signed, as to the issues in dispute. The Executive Director shall review the decision of the Department Head together with the disputed areas submitted by the grievant. The grievant and/or the Union representatives may request an appearance before the Executive Director. The Executive Director will render his/her decision within ten (10) working days after the grievance meeting at which the matter has been reviewed. If the Executive Director's decision involves a non-contractual grievance, the decision of the Executive Director shall be final.

b. The grievant may be represented by the Local Union Officer or the International Union representative, or both. A minority organization shall not present or process grievances.

c. If a hearing is to be provided, it shall be scheduled within ten (10) working days, unless the parties mutually agree to an extension and provided that the Union hand-deliver the third-step grievance to the Executive Director.

Step 4.

If a grievance involves anything other than minor discipline (suspensions of five (5) days or less, written/verbal warnings), the SPFPA shall be entitled to binding arbitration.

a. Any unresolved contractual grievance (as defined in 6 (B) (1), Definitions, above) may be appealed to arbitration only by the Union. The Union must file the request for arbitration within ten (10) working days after the receipt of the Executive Director's decision.

b. Major discipline shall be defined as any suspension in excess of five (5) working days or termination, or as defined in this Agreement.

c. Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration. The Union's decision to request the movement of a grievance to arbitration or to terminate the grievance prior to submission to arbitration shall be final as to the interests of the grievant and the Union.

d. The arbitrator shall be selected in accordance with the panel of arbitrators maintained by the Public Employment Relations Commission in accordance with the selection procedures of the Public Employment Relations Commission.

e. The parties shall meet at least ten (10) working days prior to the date of the arbitration hearing to frame the issues to be submitted to the arbitrator and to stipulate the facts of the matter in an effort to expedite the hearing.

f. The decision or award of the arbitrator shall be final and binding on the Employer, the Union and the grievant or grievants to the extent permitted by and in accordance with applicable law and this Agreement.

g. The arbitrator may prescribe an appropriate back pay remedy when he finds a violation of this Agreement, provided such remedy is permitted by law and is consistent with the terms of this Agreement, except that he may not make an award which exceeds the Employer's authority. The arbitrator shall have no authority to prescribe a monetary award as a penalty for a violation of this Agreement.

h. The arbitrator shall not have the power to add to, subtract from or modify the provisions of this Agreement and shall confine his decision solely to the interpretation and application of this Agreement. He shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him, nor shall he submit observations or declarations of opinions which are not essential in reaching the determination.

i. The costs of the services of the arbitrator shall be borne equally by the Employer and the Union. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring the same.

j. The cost of the transcript, if any, will be borne by the party requesting it. If both parties request a transcript, the cost will be shared equally.

k. The arbitrator shall hold a hearing at a time and place convenient to the parties as expeditiously as possible after his selection and shall issue his decision within thirty (30) days after the close of the hearing.

I. Grievance resolutions or decisions at Steps 1 through 4 shall not constitute a precedent in any arbitration or other proceedings unless a specific agreement to that effect is made by the authorized representatives of both parties. This is not to be construed as limiting the right of either party to introduce relevant evidence, including such grievance resolution as to the prior conduct of the other party and shall be followed in its entirety unless any step is waived by mutual consent.

E. Working day, as defined in this Article, shall mean Sunday through Saturday irrespective of whether or not the employee works those days.

ARTICLE 7: Discipline

- A. Employees shall be subject to discipline in accordance with the provisions of the collective negotiations agreement. All disciplinary actions shall also be in compliance with NJ laws, statutes, rules and regulations, where applicable.
- B. Discipline of an employee may be minor or major.
- C. Employees may respond to any disciplinary action or hearing decision with a written response. Such response shall be placed in the employee's personnel file at their request.
- D. Minor discipline includes any oral or written warning, written reprimand, fine, or suspension without pay for up to five (5) days. Any allegations regarding minor discipline shall be subject to the grievance procedure.
- E. Major discipline shall include termination, disciplinary demotion, suspension or fine of six (6) consecutive days or more. Major discipline shall also mean aggregate suspension of fifteen (15) days or more in a calendar year and/or more than three (3) suspensions or fines of five (5) working days or less in a calendar year.
- F. The following is a non-exclusive list of possible violations that may affect the employee's status/employment with the Authority:
 - Falsification of public records, including attendance and other personnel records
 - Failure to report absence
 - Chronic or excessive absence and/or tardiness
 - Harassment of co-workers, volunteers or visitors
 - Theft or attempted theft of property belonging to the Employer, fellow employee, visitors, volunteers
 - Fighting on Employer property at any time
 - Being under the influence of intoxicants or illegal drugs on Employer property at any time during work
 - Insubordination
 - Failure to perform duties, inefficiency, or substandard performance
 - Deliberate destruction or damage to Employer property
 - Disorderly conduct, use of abusive and/or obscene language
 - Sleeping on the job, having sex on the job, reading and/or presenting pornographic material while on duty, gambling on Employer premises
 - Carrying any illegal or unregistered weapon of any kind on the job or during work hours
 - Violation of established safety and fire regulations
 - Conviction of a crime

- Conduct unbecoming a public employee
 - Soliciting on employer property during work time
 - Unauthorized absence from work area and/or roaming or loitering on the premises during scheduled work hours
 - Defacing walls, bulletin board or any other Employer property
 - Unauthorized disclosure of confidential employer information
 - Gambling on Employer premises
 - Violation of Employer policies, procedures and regulations
 - Misuse of public property, including motor vehicles
 - Violation of Federal, State and/or employer regulations concerning drug and alcohol use and/or possession
- G. Discipline for an employee shall be imposed for just cause. The Chief Steward will be informed within forty-eight (48) hours by mail or fax when discipline of any nature is to be imposed.
- H. Discipline will be filed within ten (10) days from the date on which the act which is the subject of the discipline occurred or ten (10) days from the date on which management reasonably should have known of its occurrence. Where the nature of the discipline is the subject of an investigation conducted by a federal or state agency, discipline will be filed within ten (10) days of receipt of notification of the conclusion of the investigation and/or filing of the charges.
- I. If an employee is summoned to a meeting, which he/she reasonably believes will lead to disciplinary action, he/she will have the right to have a Chief Steward at the meeting.
- J. When the Employer believes that an employee has acted in such a manner that he/she should be subject to disciplinary action, the Management should first privately discuss the matter with the employee concerned and the Union representative, if the employee requests such.
- K. Upon request of the Union, the parties will mutually arrange a hearing at the earliest possible date after the proper notice has been given to the employee.
- L. A hearing officer will be assigned by the Executive Director or designee. All facts should be presented at this hearing, and both parties afforded the opportunity to present witnesses, documents and make oral arguments before the hearing officer.
- M. A report of the hearing and a determination of the extent of disciplinary action, if any, will be made within twenty (20) calendar days by the hearing officer after the close of the record.

- N. The Personnel Officer, with the approval of the Executive Director, may determine that an immediate suspension with or without pay may be imposed pending the outcome of the hearing. The employee will be notified of such a determination and the reasons for the decision upon being served with the disciplinary charges, and given an opportunity to respond verbally or in writing.
- O. Following a hearing, the Hearing Officer may decide to agree with the recommended Disciplinary action or amend the recommended action to take (1) or more of the following forms, which are not required to be in the order set forth below:
- 1) Verbal reprimand, with notations to the employee's personnel file that such action was taken;
 - 2) Written reprimand with a copy of the reprimand placed in the employee's personnel file;
 - 3) Suspension from duty without pay for one (1) or more days;
 - 4) Demotion or payment of a fine as set forth below. Demotion shall include, but not be limited to, a change in job title and/or loss of pay. A fine may be imposed as a form of restitution, in lieu of suspension, where the employee has agreed to payment of a fine as a disciplinary action. The fine may be paid in lump sum or installments, as determined by the Executive Director or designee;
 - 5) Dismissal from the Authority's employ.
- P. The Executive Director will review the Hearing Officer's decision and authorize the imposition- of the recommended disciplinary action. The Executive Director can, for good cause, amend the recommended action prior to imposition. The Union will be permitted in such a situation to provide written opposition to the Executive Director's decision, only where the action of the Executive Director causes an increased discipline.
- Q. All documents in any way connected with the employee's disciplinary history shall be placed permanently in the employee's personnel file and may be viewed in accordance with the terms of this collective bargaining agreement.
- R. Newly hired probationary employees may be separated from their employment by action of the Executive Director or designee at any time without recourse from the employee.
- S. The decisions rendered by the Authority or its designees, as set forth below shall be subject to the Grievance Procedure below.
- T. The Union shall be provided with any disciplinary notices/decision given to its members.

- U. At any hearing where discipline will be imposed, either party may make a verbatim recording through the use of a certified stenographic reporter (CSR). Such record is to be transcribed and paid for at the request of the party who ordered the CSR. However, if a record is transcribed, the other party shall receive a copy if submitted to appeal.

ARTICLE 8: Wages

- 8.1 Effective April 1, 2015 the base salary will be increased by \$750.00
- 8.2 Effective April 1, 2016 the base salary will be increased by \$750.00
- 8.3 Effective April 1, 2017 the base salary will be increased by \$750.00
- 8.4 Effective April 1, 2008 all Security Officer performing the task of Boiler checks and have a Boiler License will be paid \$.50 per hour in additional to their straight-time rate.
- 8.5 During the term of this Agreement, starting wage for a part-time guard shall be nine dollars and sixty-one (\$9.61) per hour, and the highest wage payable to a part-time guard shall be nine dollars and ninety-five (\$9.95) per hour.
- 8.6 Time and one-half (1½) shall be paid to Security Employees who work on days designated by ACHA as declared leave "Snow Days". Double time will be paid for employees, who work in excess of eight (8) hours on a designated snow day.

ARTICLE 9: Hours of Work and Overtime

- 9.1 The normal workweek shall consist of forty (40) hours commencing at 0001 hours Sunday through Saturday, and concluding one hundred and sixty eight (168) hours. This does not constitute a guarantee of work hours.

Full time guards covered by this Agreement shall work forty (40) hours per week, eight (8) hours per day, five (5) days per week, according to schedules adopted by the Employer in conjunction with the SPFPA. A paid lunch break shall be one-half (½) hour. Because the Employer is committed to maintaining and securing its dwelling units seven (7) days per week, twenty-four (24) hours per day, security staff must be available to serve residents on weekends and in emergencies.

Full-time guards are entitled to two (2) paid fifteen (15) minute breaks during the workday, one (1) during each half of the day. Paid breaks are to be scheduled at the discretion of the Operations Center and should be confined to the Employer premises. Breaks may not be taken in conjunction with the guard's scheduled arrival, lunch or departure time.

- 9.2 Unless otherwise required by state law, overtime premiums shall be earned on a weekly basis. All work performed in excess of forty (40) hours in any workweek shall be considered overtime and shall be paid at the rate of time and one-half the officer's straight time earnings. The overtime wage shall include all paid holiday time and personal leave days in calculating the employees forty (40) hour work week. Holiday premium hours, sick time and vacation and worker's compensation shall not be included in computing overtime.
- 9.3 Officers reporting to work as scheduled without having been notified that there would be no work shall receive a minimum of four (4) hours work or pay at the rate they would have received had they worked. The Employer shall have the right to require the officer to work for this payment. This section shall not apply where work is not available because of Acts of God, catastrophe, or other conditions beyond the control of the Employer.
- 9.4 a) Officers called back to work after completion of their regular shift will be guaranteed four (4) hours work or four (4) hours pay provided, however, that any officer who voluntarily leaves with Management's approval prior to the completion of the four (4) hours work will only receive pay for the actual time worked. If an employee is involuntarily held over his regularly scheduled work period and is required to work additional time, the employee shall be paid at a hold over premium rate as follows: if having worked eight (8) hours and is held over for up to an additional four (4) hours, the employee shall be paid hourly rate plus one-half for all additional hours worked.

b) if, having worked any twelve (12) hours and is held over for up to an additional four (4), then the employee shall be paid at two (2) times union scale for all additional hours worked.

9.5 Officers will not be given time off to prevent the payment of overtime, except by mutual agreement. Officers requested to come to work early, prior to their scheduled starting times, will be permitted to complete their regular scheduled shift.

9.6 INTENTIONALLY DELETED

9.7 Employees shall have one-half ($\frac{1}{2}$) hour lunch and two (2) fifteen (15) minute breaks. While on break(s) and meal period employees are required to stay on-call and to respond to emergency situations as they arise.

ARTICLE 10: Overtime, Overtime Equalization & Scheduling of Additional Hours

10.1 Scheduling of Overtime: All overtime will be scheduled as soon as possible provided that the Employer has advanced notice.

- (a) Guards will be provided with a minimum of eight (8) hours between assigned shifts.
- (b) Overtime shall be assigned to part-time guards first and then full-time guards in order of preference as set forth in the seniority list prepared by the Employer and subject to the reasonable requirements of the Employer.
- (c) In the event that more than one guard has the same number of overtime hours, the guard with the highest unit seniority will be asked first and forced last.
- (d) If a guard to whom an overtime assignment has been offered shall decline to accept that assignment, he/she will be deemed to have waived the assignment until his/her turn is again reached. Full Time Senior Officers will be asked first to fill in for Overtime hours.
- (e) Any guard passed over for an overtime assignment for any other reason, including lack of ability to perform the job in question, will retain his/her preference on the seniority list for the balance of the term.
- (f) On the shift immediately prior to vacation leave, guards scheduled for vacation will be the last forced to work overtime unless the guard agrees to stay over.
- (g) Guards at each unit accepting or required to work overtime will assume the duties of each guard being replaced provided they can perform the available work. Overtime duty assignments may be exchanged by guards with Management's approval.
- (h) It is expressly understood that nothing herein is deemed recognition of any right by any guard to refuse an overtime assignment in the event of emergency or similar need. Further, in non-emergency situations, should the list have been exhausted without sufficient acceptance for the overtime assignment, the Employer may direct overtime work in its discretion.

ARTICLE 11: Shift

11.1

- (a) During the first two (2) weeks of January and July of each year, full-time officers with at least ninety (90) days unit seniority will submit an application on the prescribed form to his/her Supervisor indicating his/her first, second and third choices of shift preferences as to shifts made available by Management. The shift preference form submitted will be valid until changed in writing during the next shift preference-filing period. Shift preference will take effect during the first pay period of the month following the shift preference-filing period. Shift assignments will be awarded in line with unit seniority; the most senior person getting first choice. Once the senior officer is offered a position and refuses it for any reason, his/her name falls to the bottom of the appropriate list.
- (b) Openings that occur as a result of this shift selection process will be filled by Management utilizing the least senior officer on an off shift.
- (c) Any officer who desires a change in shift due to hardship circumstances must obtain a mutually acceptable shift trade with another officer in his/her unit. The proposed shift change must be put in writing, submitted to the Supervising Security Guard for his/her approval and shall not exceed a period of thirty (30) days. A change in shift must be approved by Management prior to its effective date. Approval for a continuation of the change in shift beyond thirty (30) days will necessitate a repeat of the above process.
- (d) If a shift vacancy occurs, once shift preference requests have been exhausted, the vacancy will be posted for five (5) working days.

ARTICLE 12: Benefits

12.1 The Atlantic Housing Authority will provide the bargaining unit employees in the Security Department continued eligibility insurance benefits plans and benefits offered to other Atlantic City Housing Authority employees through the life of this agreement.

12.2 Holidays: Effective April 1, 2014, all Authority employees will receive the following paid holidays:

New Year's Day
Dr. Martin Luther King's Birthday
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving (optional— to be determined annually by the Board)
Christmas Day

- (a) When any holiday falls on a Saturday, the holiday will be observed on the preceding Friday. When the holiday falls on a Sunday, it will be observed on the succeeding Monday.
- (b) Guards who accept an assignment or are scheduled to work on a holiday, but who fail to report without Employer approval or without reasonable cause, will not receive holiday pay and may be subject to disciplinary action. Full-time guards who accept an assignment or are scheduled to work on a holiday, and actually work such, will be compensated at two and one-half times ($2\frac{1}{2}$) of their base rate of pay for all hours worked up to their normal work hours per day, and one and one-half ($1\frac{1}{2}$) times their base rate for all hours worked beyond their normal work hours per day.

12.3 Personal Leave

- (a) Full-time guards are entitled to three (3) personal leave days per year. Personal leave time may be used in increments of one (1) hour or more.
- (b) Full-time guards earn their personal leave days at the rate of one (1) day per month over the first three (3) months of employment. Personal leave days must be used in the calendar year in which they are granted and

may not be carried over from year to year. Guards are not compensated for unused personal leave days.

- (c) Forty-eight (48) hour notice in writing, except in an emergency, shall be given to the Employer in order to apply for and be considered for such leave. The Employer shall make every effort to grant the personal day request in keeping with the needs of the Employer. Except in an emergency, personal days may only be attached to a vacation or a holiday with prior approval by the Employer.

12.4 Sick Leave

- (a) Paid sick leave benefit is to be used prudently and strictly to cover absences from work due to personal illness, exposure to contagious disease, or attendance upon a seriously ill family member or partner. "Family member" is defined as husband, wife, son, and daughter, mother, father, brother, sister, grandparent, grandchild, or other relative who resides with the employee. "Partner" is defined as a member of the employee's household who is not related by marriage, but with whom the employee has a significant, ongoing relationship, and is designated as the beneficiary on the employee's PERS applications.
- (b) Sick leave may be used in increments of one (1) hour or more, for non-emergency medical purposes such as physician and dentist appointments and medical tests, with the advance approval of the employee's supervisor.
- (c) New guards earn their sick leave at the rate of one (1) day per month, during their first calendar year of employment. Full-time guards are advanced fifteen (15) sick leave days per year, earned at the rate of one and one-quarter (1¼) days per month. If a full-time guard has been advanced sick leave and he or she leaves prior to the end of the year, he or she shall be required to reimburse the Employer for time that has been advanced but not earned. Unused sick leave accumulates from year to year and is available to cover serious, unanticipated long-term illness.
- (d) Full-time guards who need to use intermittent sick leave days are required to notify the Employer by their scheduled reporting time. The Employer may require employees to submit a doctor's note or other proof of personal or family illness, whenever they suspect sick leave abuse. Official medical certifications are required for any sick leave absences of three (3) days or more. Once a full-time guard accumulates ten (10) intermittent called-in sick leave absences in any calendar year, he/she will be required to provide a doctor's certification for each subsequent sick leave absence during that year. Requested or required medical documentation must be presented to the Employer on the day the full-time

guard returns to work from sick leave. If a full-time guard is out for five (5) or more days, the required medical documentation must be sent to the Personnel Officer as soon as the guard knows that the absence will extend beyond five (5) days.

- (e) Abuse of sick leave of any sort shall be subject to disciplinary action. The authority shall require a medical certification whenever there is a proven pattern of abuse.
- (f) The Employer shall also have the right to require medical certification at any other time at the expense of the Employer. Such request shall not be made in a random manner or with disparate impact upon any group of employees.

12.5 Funeral Leave: Full time guards will be granted up to three (3) working days with pay per occurrence to attend a funeral of a family member or partner, as follows: the immediate family shall include the employee's spouse, civil union partner, domestic partner, children, siblings, parents, aunts, uncles, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandchildren, great grandparents, great grandchildren, step-parents or step-children. The Employer reserves the right to ask for proof of death. Funeral Leave is specifically provided to allow funeral service attendance and must include one of the following days: date of death, any day of viewing, date of interment or day of religious or memorial service. Domestic partner shall be defined as per New Jersey law.

12.6 Court Leave

- (a) Any full-time guard who is summoned to perform jury duty, who is subpoenaed to appear as a witness before a court, legislative committee, judicial or quasi-judicial proceeding and who is a party to any action, unless the employee is a defendant in an Employer matter, shall be excused from their normal work duties, with pay in order to fulfill this civic obligation.
- (b) Copies of the jury duty summons or subpoena must be given to the Personnel Officer within three (3) days of receipt. Any guard performs jury duty or who appear as witnesses shall request a certificate of attendance from the court and provide a copy of the certificate to their supervisor.
- (c) Jury pay will be endorsed over to the Employer.
- (d) Only guards who receive a subpoena to be a witness in a case which is directly related to the business of the Employer will be given the same level of absence with pay as granted above for jury duty with the following exception: a guard who is a plaintiff in a case in which he/she has brought

against the Employer will not be eligible for such compensation and will be required to utilize his/her vacation, compensatory and/or personal leave time. Such time off shall not be unreasonably denied.

12.7 Leaves of Absence without Pay: The Executive Director may grant full time guards an unpaid leave of absence for up to ninety (90) calendar days for medical (personal or family) or personal reasons. Requests for such leave must be made, in writing, at least thirty (30) working days in advance to the Executive Director or his authorized agent. Written requests shall include a detailed explanation of and need for the requested leave. Unpaid Leaves of absence for full time permanent employees may be extended for an additional ninety (90) calendar days, when requested in writing and approved by the Executive Director and shall not be unreasonably denied. Said denial of either leave request shall be non-grievable.

12.8 Family and Medical Leave: Eligible employees are entitled a twelve (12) week, unpaid leave of absence, pursuant to the Federal Family and Medical Leave Act of 1993, as amended or supplemented, and the New Jersey Family Leave Act, as amended or supplemented. Employee leave entitlements and eligibility are governed by law and are not diminished, increased or modified by the Employer policy.

12.9 Donated Leave

- (a) The employer has established a donated leave program which allows employees to voluntarily donate a portion of their earned sick and/or vacation time to other employees who have exhausted their own earned leave time and who:
 - (1) Suffer from a catastrophic health condition or injury that necessitates the employee's prolonged absence from work, or
 - (2) Are needed to care for a member of their immediate family who is suffering from a catastrophic health condition or injury.
- (b) A full program description, including donor and recipient participation requirements, is available from the Personnel Office.

12.10 Military Leave

- (a) The Employer shall comply with the Uniformed Services Employment and Re-employment Rights Act of 1994 ("USERRA"), U.S.C. Chapter 43, Part III, Title 38), which clarifies and strengthens the Veterans Re-employment Rights Statute.

- (b) Any full-time permanent guard, who leaves the Employer directly to enter active service in the U.S. Armed Forces or Coast Guard, in time of war or emergency, will be granted a military leave of absence without pay for the full term of service and for ninety (90) days thereafter. The guard may use accrued compensatory time, vacation or administrative leave time before going on unpaid military leave.
- (c) In case of service-connected illness or injury which prevents the guard from returning to employment, the Employer will extend the guard's sick leave coverage three (3) months after recovery, but not beyond two (2) years after the guard's official date of discharge.
- (d) Any guard who voluntarily continues his/her military service beyond the date release is permitted, or who voluntarily reenters the armed forces or accepts a regular commission, shall be required to resign his/her position with the Employer or face removal for job abandonment.
- (e) Any full time guard who is a member of the National Guard or of an Armed Forces or Coast Guard reserve component shall be granted paid leave of up to fourteen (14) days per year, in order to fulfill his/her annual active duty of field training obligations. For duty that is ordered beyond the fourteen (14) days, the guard may use accrued compensatory time, vacation, or administrative leave time, or go on leave without pay. The guard must present his/her official active duty orders to the Personnel Officer within three (3) days of receiving such notice.
- (f) Any full time guard who enlists in any reserve component of the Armed Forces or Coast Guard, or who is otherwise ordered to perform an initial period of active duty for training under the Reserve Forces Act of 1955, shall be granted an unpaid leave of absence for the period of such duly ordered training.

12.11 Effect of Leave on Benefits

- (a) During paid leave, enrolled employees shall continue to receive full health insurance and pension benefits. The Employer will pay the employer portion of health benefit premiums for up to twelve (12) weeks for employees on approved, unpaid family or medical leave. Employees are responsible for paying their portion of the premium cost for their covered co-dependants in order to maintain dependant coverage.
- (b) The Employer does not pay health insurance premiums for any employee on unpaid personal or military leave beyond the initial twelve (12) weeks. To continue their health benefits coverage while on such leave, employees must pay both the employee and employer portion of the health benefit premiums. The Employer also does not pay health

insurance premiums for employees on unpaid leave at the discretion of the Executive Director. To continue their health benefits coverage while on such leave, employees must pay both the employee and employer portion of the health benefit premiums.

- (c) Employees on unpaid leave will receive a schedule for making health benefits premium payments or co-payments. Failure to remit payment to the Employer within thirty (30) calendar days of the due date will result in termination of health benefits coverage for the duration of the approved leave. Employees who lose their health benefits coverage may reapply for restoration within sixty (60) calendar days after the original termination of benefits.
- (d) Employees accrue no seniority, or additional sick or vacation leave, while on unpaid leaves of absence. All pension contributions and disability insurance coverage cease during unpaid leave. Employees may be eligible to purchase additional pension credit for the leave period through the New Jersey State Division of Pension and Benefits.

12.12 Workers Compensation

- (a) Full-time guards injured on the job are covered under Workers' Compensation for wage loss and other benefits required by statute. Information regarding benefits, coverage, exclusions and other terms and conditions is available and can be obtained from the Personnel Officer.
- (b) To be eligible for Worker's Compensation coverage, full-time guards must report work-related accidents or injuries immediately to the Personnel Officer in writing and must receive necessary medical attention only from providers designated by the Employer or its Workers' Compensation insurance carrier.

12.13 Medical Benefits

- (a) The Employer offers full-time guards and their eligible dependents a standard package of medical, dental, prescription drug and vision care benefits, which become effective sixty (60) to ninety (90) days after the first day of employment with the Employer. Health benefits remain in effect while persons are in the paid employ of the Employer, subject to limitations imposed by State Health Benefits regulations and Authority policy. Health benefits may continue into retirement provided the retiree meets the service requirements established by the New Jersey Division of Pensions and Benefits. Full-time guards who separate from the Authority may be eligible to purchase group health benefits coverage under the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986, as amended and supplemented.

- (b) All full-time guards shall contribute to their health insurance/major medical coverage pursuant to State Law.

12.14 Life Insurance

Full-time guards shall receive a free non-contributory life insurance benefit equal to one and one half (1½) times the employee's base salary earned in the twelve (12) months preceding their death. The benefit shall be pro-rated during the first year of coverage.

12.15 Vision Care

- (a) Available free to full-time guards and their eligible dependents, the vision care program provides partial reimbursement for the cost of eye examinations, eyeglasses and contact lenses. Full-time guards eligible for vision care reimbursement on the first day of the month following three (3) months of employment.

The Employer's obligation shall be capped at the premium paid December 31, 2006; the employees shall be required to make a monthly contribution ranging from \$0.75 to \$2.50 depending upon their coverage.

- (b) Coverage shall be provided as follows:

Eye examination	\$25 per year
Frames	\$12 per year
Lenses	
Single Vision	\$14 per year
Bifocals (single)	\$25 per year
(double)	\$47 per year
Trifocals	\$37 per year
Lenticular	
(including aspheric)	\$112 per year
Contact	\$112 per year

12.16 Temporary Disability Insurance

State of New Jersey Temporary Disability Insurance (TDI) that provides income assistance to disabled employees for up to twenty-six (26) weeks covers all full-time Authority employees. To be eligible for TDI benefits, a full-time guard must be out of work due to personal illness for an extended period of time, have exhausted all accrued sick leave and be under the care of a licensed physician, dentist, podiatrist, chiropractor, optometrist or psychologist. Claims for TDI benefits must be filed no later than thirty (30) days following the first day of disability.

12.17 Short-Term Disability Insurance

Full-time guards may purchase additional short-term disability insurance to extend the income assistance benefits of TDI. The Employer has contracted with a private insurance carrier to provide this supplemental benefit, which is paid for by interested full-time guards through payroll deduction.

12.18 Deferred Compensation

The Employer offers a Federal Internal Revenue Code Section 457 plan that allows its full-time employees to defer a portion of their income from federal income taxes and save for their retirement, subject to current IRS regulations. Employees who participate in the deferred compensation program may withhold some of their annual salary, up to the maximum allowed by the IRS regulations, and invest it in a wide range of stocks, bonds, money markets or mutual funds. Federal income taxes are deferred on withheld amounts and accumulated investment earnings until the assets are distributed or when the employee retires, presumably at a lower tax rate. This program is administered on behalf of participating Authority employees by a reputable private investment firm.

12.19 Tax Savings Plan

The Employer has contracted with a private firm to administer a tax savings plan for its employees, as provided for under Section 125 of the Federal Internal Revenue Code.

This plan allows participating employees to set aside before-tax dollars to pay for certain medical, dental, and dependent care expense, thereby avoiding federal taxes and saving money.

12.20 Prescription Plan

The plan shall be provided as it exists under the State Health Benefits Plan. This is inclusive of the plan applicable to mail order prescriptions.

12.21 Dependant Eligibility

Dependants are eligible for coverage in accordance with State or Federal Law.

ARTICLE 13: Uniforms and Equipment

- 13.1 Clothing Maintenance Allowance: The Employer will determine all items of uniform and equipment. Full-time guards will receive a uniform and an annual clothing maintenance allowance of three hundred fifty (\$350.00) dollars for each year of the contract paid in a separate check in December of each year. This allowance will be paid to the employee for the laundering and maintenance of his/her work uniforms. Uniforms will be distributed pursuant to practice and with the same number of uniforms to each employee including the necessary outdoor gear. All necessary outdoor gear shall remain at OpCenter. The Employer will supply portable heaters for the booths during cold weather. All employees shall report in uniform.
- 13.2 The Employer will ensure that all communication devices are kept in good working order.
- 13.3 The Employer agrees to properly maintain all the Employer owned, leased and/or rented equipment. No officer will be directed to operate known unsafe equipment.
- 13.4 If an Employee's personal property is damaged or destroyed in the line of duty or during an engagement with a suspect, it will be repaired or replaced with an identical item or one of comparable quality. Items within this provision include but not limited to eyeglasses, watches and jewelry not to exceed \$175.00 per incident. An employee shall be responsible to present any damaged personal property to Management in order to be eligible for reimbursement.

ARTICLE 14: Strikes and Stoppages

- 14.1 The Union recognizes that it is the responsibility of the officers to guard and protect the site, premises, material, facilities and property of the Employer and its clients at all times and under all circumstances. The Union agrees that its members will faithfully discharge this responsibility and during the life of this Agreement or any renewal or extension thereof, that it will not cause, or permit its members to cause, nor will any member of the Union take part in any strike, sit-down, stay-in, stoppage of work or other interference with or refusal to perform their duties regularly assigned to them. The Union further agrees in the event of any controversy between the Employer, and/or any other group, organization or its members resulting or threatening to result in any strike, stoppage of work, or other interference with production, that its members will continue to report for duty, remain at their posts, and in the regular manner discharge the duties assigned to them. The Employer reserves the right to discipline or discharge any officer who engages in a violation of this Section.
- 14.2 During the life of this Agreement, the Employer will not lock out any officers covered hereunder.

ARTICLE 15: Seniority

- 15.1 For purposes of demotions or layoffs, as well as for the purpose of accruing benefits payable hereunder, including but not limited to vacations and sick leave, seniority shall be defined as continuous full time employment with the Employer from the date of hire, excluding unpaid leaves of absence and/or unpaid discipline (suspension/termination, etc.) and/or as noted herein.
- 15.2 An employee's date of hire is the date that the employee is hired for full-time permanent employment and is physically on the premises and available for work and begins his probationary period. Seasonal, interim and/or part-time employment is not counted as part of any employee's probationary period and is not credited for the purposes of accruing benefits hereunder, including but not limited to vacations or sick leave.
- 15.3 **Forfeiture of seniority.** A guard shall forfeit seniority only for the following reasons:
- (a) Resignation;
 - (b) Retirement from the Employer;
 - (c) Discharge for just cause;
 - (d) Failure to return from a layoff within ten seven (7) working days after proper notification of recall has been given to the employee; unless authorized by the Executive Director or designee.
 - (e) Layoff for a continuous period of time in excess of six (6) months;
 - (f) Completion of ninety (90) continuous days of service in a voluntary assignment outside the bargaining unit.
 - (g) Absence for three (3) consecutive work days without prior approved leave from, or notice to, the employer.
- 15.4 A guard shall serve a probationary period of one hundred twenty (120) days commencing on his/her first day of work. During the one hundred twenty (120) day probationary period, the Employer shall have the sole discretion of disciplining or terminating such guards. Upon completion of the probationary period to the satisfaction of the Employer, an officer shall become a regular guard and his/her seniority shall date from the most recent date of hire. The Employer may extend the probationary period for an additional forty-five (45) days with notice to the SPFPA within two (2) weeks of the extension.
- 15.5 Guards who accept a position out of the bargaining unit shall retain accumulated seniority during the first ninety (90) days spent out of the bargaining unit provided they remain in the active employment of the Employer. Such officers shall regain accumulated seniority upon transfer back into the bargaining unit within such ninety (90) days one time during the term of the Agreement.

15.6 Layoff Procedures:

- (a) For reasons of economy or efficiency or other related reasons, the Employer may have to conduct reductions in force and/or demotions. Such layoffs and/or demotions imply no delinquency or misconduct on the part of an affected employee. Layoffs and/or demotions shall be conducted in accordance with the New Jersey State Civil Service Commission rules and regulations where applicable.
- (b) Layoffs and/or demotions of employees not covered by the rules and regulations of the New Jersey State Civil Service Commission shall be conducted in the following sequence:
 - 1. All probationary guards;
 - 2. If additional reduction is necessary, part-time guards;
 - 3. If additional reduction is necessary, full-time guards based on lowest seniority date.

The Employer will provide written notice to the SPFPA and all affected employees at least twenty (20) calendar days in advance of the layoff.

15.7 Recall Procedure:

Laid-off officers will be recalled in the following sequence in line with their seniority:

- 1) Full-time officers, highest seniority first
- 2) Part-time officers, highest seniority first, after all fulltime seniority officers have been recalled.

- 15.8 Laid off employees shall be recalled on the basis of seniority via a registered letter and regular mail to the employee's last known address on file with the Authority. The Union shall also be copied on said notice. A laid off employee must notify the Employer, in writing, of any change in his/her home address and/or telephone number and/or email address within seventy-two (72) hours of the change. Employees recalled from a layoff must respond to the recall notice within seven (7) calendar days of receipt of the notice by contacting the Employer in writing via registered mail and/or fax with a receipt.

Employees who fail to report to work after being recalled from a layoff shall be considered to have resigned, and shall be deemed to have waived all rights to reemployment.

Laid off employees shall maintain reemployment rights to the position they held before the layoff for a period of six (6) consecutive months from the date of the layoff.

Employees affected by a layoff shall be paid for all unused accrued vacation time and compensatory time as covered in this Agreement.

- 15.9 The Employer shall prepare separate seniority lists for full-time and part-time officers. Updated lists shall be provided in December and June of each year. The lists will include the officer's name and seniority date. The Employer is responsible for posting the list at each location and mailing a copy to the Local President and the International.
- (a) On March 30 and September 30 of each year The Employer must prepare a separate list of probationary full-time and part-time officers, a copy to be mailed to the Local President and the International.
- 15.10 A full time seniority officer who is unable to work a forty (40) hour work week due to: union leave, all military leaves, medical restrictions, such as: medical leave, or qualifies for leave under state or federal law will continue to accumulate seniority as a full-time officer during such time.
- 15.11 A full time seniority officer who is unable to work a forty (40) hour work week due to: union leave, all military leaves, medical restrictions, such as: medical leave, or qualifies for leave under state or federal law will continue to accumulate seniority as a full-time officer during such time.

ARTICLE 16: Training

- 16.1 Guards will be paid for actual time spent for Employer mandated training at the applicable wage rate. Guards will be paid an additional \$1.00 per hour for training employees but in no event shall the additional compensation exceed \$40.00 per employee-trainer for each new employee trained.
- 16.2 A mileage rate as prescribed by the federal tax reimbursement standards will also be paid the officer for travel to and from the site for mandatory Employer required training or qualification if such training is outside the vicinity of the officer's regular place of work.
- 16.3 Training will be provided for all employees.

ARTICLE 17: Licensing Requirements

- 17.1 All fees and licenses to be paid by the Employer.
- 172. All full-time and part-time guards must hold s Black Seal Boiler Operator license.

ARTICLE 18: General Provisions

- 18.1 Each officer is responsible for having a correct address and telephone number on file with the Employer. All written notices shall be deemed to be properly filed if sent to the officer's last address on file.
- 18.2 Officers are required to report to work clean, well groomed, and with a neat appearance.
- 18.3 Whenever possible a bulletin board will be provided in the main security office which may be used by the Union for posting notices that are approved by the President of the Local Union or the Chief Steward of the Local Committee and restricted to:
- (a) Notices of union recreational and social affairs;
 - (b) Notices of union elections and nomination sheets for unit officer elections;
 - (c) Notices of union appointments and results of union elections;
 - (d) Notices of union meetings;
 - (e) Notices concerning bona fide union activities such as: Cooperatives, Credit Unions, Unemployment Compensation Information;
 - (f) Other notices concerning Union affairs that are not political or controversial in nature or adverse to the Employer.
- 18.4 Arrangements shall be made for the Local Union representative to brief the new guards on the Union's representative status and this collective negotiations agreement without interruption of security responsibilities.
- 18.5 Regardless of daylight savings time, officers shall be paid for actual hours worked.
- 18.6 Each officer will be granted relief when necessary as soon as coverage for such officer can be practically arranged.
- 18.7 Once the agreement has been signed, The Employer will forward to The International Union three (3) signed copies of the Collective Negotiations Agreement (CNA).
- 18.8 The Employer agrees to allow security employees to wear the SPFPA logo pin on their uniform.
- 18.9 The Employer will make every effort to protect and promote the safety and health of all employees. The Employer will endeavor to maintain clean, well lighted, heated and air conditioned guard shelter. Adequate shelter for guard postings (where not permanently installed) shall be provided to the posting for scheduled activities. Every effort will be made to provide shelter as quickly as possible for postings when not scheduled.

- 18.9 The Company will make every effort to protect and promote the safety and health of all employees. The Company will endeavor to maintain clean, well lighted, heated and air conditioned guard shelter. Adequate shelter for officer postings (where not permanently installed) shall be provided to the posting for scheduled activities. Every effort will be made to provide shelter as quickly as possible for postings when not scheduled.

ARTICLE 19: Legality

- 19.1 Should the parties hereafter agree that applicable law renders invalid or unenforceable any of the provisions of this Agreement, including all agreements, memoranda of understanding, or letters supplemental, amendatory, or related thereto, the parties may agree upon a replacement for the affected provisions. Such replacement provisions shall become effective immediately upon agreement of the parties, without the need for further ratification by the Union membership, and shall remain in effect for the duration of this Agreement.
- 19.2 In the event that any of the provisions of this Agreement, including all agreements, memoranda of understanding, or letters supplemental, amendatory, or related thereto, shall be or become legally invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions thereof.

ARTICLE 20: Union Security

- 20.1 All officers hereafter employed by The Employer in the classification covered by this Agreement shall become members of the Union not later than the thirty-first (31st) day following the beginning of their employment, or the date of the signing of this Agreement, whichever is later, as a condition of continued employment.
- 20.2 An officer who is not a member of the Union at the time this Agreement becomes effective shall become a member of the Union within ten (10) days after the thirtieth (30th) day following the effective date of this Agreement or within ten (10) days after the thirtieth (30th) day following employment, whichever is later, and shall remain a member of the Union, to the extent of paying an initiation fee and the membership dues uniformly required as a condition of acquiring or retaining membership in the Union, whichever employed under, and for the duration of, this Agreement.
- 20.3 Officers meet the requirement of being members in good standing of the Union, within the meaning of this Article, by tendering the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union or, in the alternative, by tendering to the Union financial core fees and dues, as defined by the U.S. Supreme Court in *NLRB v. General Motors Corporation*, 373 U.S. 734 (1963) and *Beck v. Communications Workers of America*, 487 U.S. 735 (1988).
- 20.4 In the event the Union requests the discharge of an officer for failure to comply with the provisions of this Article, it shall serve written notice on the Employer requesting that the employee be discharged effective no sooner than two (2) weeks of the date of that notice. The notice shall also contain the reasons for discharge. In the event the Union subsequently determines that the employee has remedied the default prior to the discharge date, the Union will notify the Employer and the officer, and the Employer will not be required to discharge that officer.
- 20.5 Anything herein to the contrary notwithstanding, an officer shall not be required to pay money to the Union, or to become a member of, or continue membership in, the Union as a condition of employment, if employed in any state, in any location other than an enclave wherein exclusive federal jurisdiction applies, which prohibits or otherwise makes unlawful payment to a labor organization or membership in a labor organization as a condition of employment.

ARTICLE 21: Dues Check off

- 21.1 The Employer agrees to deduct initiation fees and Union dues for proportionate share payments from the wages of officers who voluntarily authorize the Employer to do so on a properly executed payroll deduction card in the form attached as Exhibit B. Such deductions shall be made from the first paycheck of each month, or the first pay received in that month in which the officer has sufficient net earnings to cover the Union membership dues or payments.
- a.) Funds deducted, along with a summary sheet including the names, addresses, social security number and local union number of officers and the amount of dues deducted from each, shall be remitted to the Secretary/Treasurer of the International Union (SPFPA) within fifteen (15) days after the first regular payday of the month;
 - b.) the Employer will provide a monthly summary sheet describing gross amounts remitted and a schedule, by person and Social Security number, indicating amounts withheld;
 - c.) c.) the Employer will provide to the International quarterly reports that will include officers' name, address, city, state, zip code and current wage rates, sorted by Union Local;
 - d.) d.) the Employer shall also inform The International Secretary/Treasurer, in writing, of the change of status of any bargaining unit employee, i.e. medical leave, military leave, promotion out of the bargaining unit etc.
- 21.2 The Union agrees it will promptly furnish to the Employer a written schedule of the Union dues, initiation fees, and proportionate share payments. The Union also agrees to promptly notify the Employer in writing of any changes to these amounts. Union authorization cards must be submitted prior to the fifteenth (15th) of the month proceeding the date that deductions are to be made.

The Union agrees to indemnify the Employer against any loss or claim, which may arise as a result of the Employer's compliance with the Union membership or check off articles. In addition, the Union agrees to return to the Employer any erroneous or improper overpayment made to it.

ARTICLE 22: INTENTIONALLY ELIMINATED

ARTICLE 23: Duration of Agreement

- 23.1 This Agreement effective April 1, 2015 shall continue in full force and effect without change until March 31, 2018. If either party desires to renegotiate this Agreement it shall notify the other party sixty (60) days prior to the expiration date in writing.
- 23.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

For:

INTERNATIONAL UNION,
SECURITY, POLICE AND FIRE
PROFESSIONALS OF AMERICA (SPFPA)
AND ALMAGAMATED LOCAL 506

Dennis Eck

Louis Tartack

Louis Tartack, SPFPA Local President

Abdullah Shakir

Abdullah Shakir, Unit Chairperson

ATLANTIC CITY HOUSING
AUTHORITY

Pamela T. James

Pamela T. James, Executive Director

DATED: July __, 2015

August 26, 2015

DATED: July 31, 2015

EXHIBIT A

<u>NAME</u>	<u>JOB TITLE</u>
Anderson, Monica E	Security Guard Supervisor
Bailey, Marshall L	Security Guard
Boothe, Sandra D	Security Guard
Davis, Alicia A	Security Guard
Dixon, Charlestine E	Security Guard
Harris, Artelia	Security Guard
McKnight, Mabel C	Security Guard
Muhammad, Lutfie	Security Guard
Newmones, Troy	Security Guard Supervisor
Reed, Gloria J	Security Guard
Roberts, Ruby L	Security Guard
Shakir, Abdullah	Security Guard Supervisor
Simpson, Naomi	Security Guard
Smith, Linda P	Security Guard
Tyson, Kendall	Security Guard
Whiffed, Katrina D	Security Guard
Word, Edward	Security Guard

EXHIBIT B

SPFPA AUTHORIZATION FOR CHECK-OFF OF DUES

EMPLOYER: _____

WORK SITE: _____

I hereby assign to Local Union No. _____, International Union, Security, Police & Fire Professionals of America (SPFPA), hereinafter referred to as the Union, from any wages earned or to be earned by me as your employee (in my present or in any future employment by you) such sums as the Financial Officer of said Local Union No. _____ may certify as due and owing from me as dues, including an initiation or reinstatement fee and monthly dues in such sum as may be established from time to time by said Local Union in accordance with the Constitution and By-Laws of the International Union, Security, Police & Fire Professionals of America (SPFPA). I authorize and direct you to deduct such amounts from my pay irrespective of my membership in the union, and to remit same to the Union at such time and in such manner as may be agreed upon between you and the Union at any time while this authorization is in effect.

This assignment, authorization and direction shall be irrevocable for the period of one (1) year from the date of delivery hereof to you, or until the termination of the collective agreement between the Employer and the Union which is in force at the time of delivery of this authorization, whichever occurs sooner; and I agree and direct that this assignment, authorization and direction shall be automatically renewed, and shall all be irrevocable for successive periods of one (1) year each or for the period of such succeeding applicable collective agreement between the Employer and the Union not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective agreement between the Employer and the Union, whichever occurs sooner.

This authorization is made pursuant to the provisions of Section 302(c) of the Labor Management Relations Act of 1947 and otherwise. While contributions or gifts to International Union, Security, Police & Fire Professionals of America (SPFPA) are not tax-deductible as charitable contributions or Federal Income tax purposes, they may be tax deductible under other provisions of the Internal Revenue Code.

Date of hire: _____ / _____ / _____

Signature of Employee

Date

Rate of pay \$ _____

Print Name of Employee

Employee ID # _____

Address of Employee

*No Dues will be collected until you have a contract.

City

State

Zip